

*William Megges, Richard Bowdler, William Turner, Thomas Ibones,*  
*George Morgan* } *Sir John Bourcher, William Effington, and Robert Barlow,*  
 plaintife, } And betwixt Richard Bowdler plaintife, }  
 } and George Morgan defendant. } Defendants.

1609. May 6. Bowdler, Turner, Ibones, and Sir John Bourcher, Farmed the Allum workes of his Maiestie, and Effington, and Barlow, were partners with them therein. Thesemen wanting monyes to supply the workes, agreed that Bowdler, (who had formerly lyued at Myddelborow,) and had seruants, and Factors resident there, should be the Agent, to procure monyes there at intrest, and by way of exchange.
- Megges, being Father in law, and Brother in law, to Bowdler, to giue ayde therevnto, lent Bowdler his name, and credit, withou. lymitation, to take vp monyes, and subscribe his name to bills of Exchange, whereby Megges, and Bowdler, became as one, And by this meanes all the defendants, were all, as one ioynt body, and knowne both in England, and Forraigne parts, by the name of the Allum Company, or of Bowdler and Company.
1609. Octob. Bowdler and Company, made choyce of the plaintife Morgan to be their Factor at Myddelborow, in their employment, and when euer Morgans credit would not serue, to procure monyes enough to pay their bills of Exchange, and supply their ocessions, he wrote to them of it, by dyrecting his letters, to Richard Bowdler and Company, and what euer hee wrote of therein to bee performed by Megges, Turner, or any other of them, the same was from time, to time, performed, by them, as if the letters, had bene written to each of them in particular, Bowdler being authorized to receiue, and write letters, and to receiue and take Morgans accompts.
- To this end Megges, Turner, Bowdler, and the rest, weekly charged Morgan with great summes of mony by exchange: and to inable Morgans credit, to take vp monyes to pay those bills, they sent him seuerall vnlmited letters of credit, and procuration, some in one kinde, some in another, dyuers of them being registred, both in England, and elsewhere, at Publike Notaries vnder their hands, and seales, for any man to reade, and take coppies of that would (as very many did) thereby declaring to all men, that whosoeuer trusted their Factor Morgan resident in Myddelborow, they all thereby obliged themselves, as principall debtors for repayment thereof.
- This employment of Morgans being onely to pay bills, and to take vp monyes by exchange wherewith to pay it, was such as must (of Necessity) haue, and accordingly had, Weekly, Interchangeable letters and accompts, and euery 4. 5. or 6. moneths (or oftner if the same were required) Morgan sent Bowdler and Company, a generall accompt, comprehending all those former weekly accompts.
1611. Febr. 5. Morgan came into England, and accompted for all things (for which he had not formerly accompted) and then was made free of London by Bowdler, and receiued vp his Indenture of Apprentiship, and friends bonds; And Bowdler publicly acknowledged, Morgans faithfull seruice, which according to the custome of London, is as a release for all time past: And Morgan, by their perswasion, returned backe to Myddelborow, into his former employment.
1612. May. 20. This continued from October 1609. vntill the 20. of May 1612. that all the partners (but Megges) fayled and became insoluent.
1612. May. 23. Morgan deliuered to Bowdler and Company his last generall accompt, intituled, Bowdler or Allum Accompt, according to his bookes of accompt, and therein set downe the particulars of 37794. pounds, 4. shillings, and 7. pence. Flemish money, which is, 22600. pounds sterling, then owing by them by exchange, and intrest, for the said accompt, whereof 6251. pounds, 10. shillings, and 2. pence Flemish, which is, 3460. pounds sterling, was due to Morgan. And for the residue Morgan was then ingaged for them as their Factor.
1612. May. 29. This accompt was examined, and allowed of, and Bowdler sealed Morgans A generall release.
1612. May. 31. All the defendants, but Megges, procured a protection from his Maiefty as ioynt copartners in the Allum busines, and that being expired, after procured diuers others successiually. Morgan demanding payment of Megges, he denied and forswore his hand to all the bills of Exchange produced for about 40000. pound, alledging Bowdler had counterfetted the same, without his consent, or authority, although since, Morgan hauing payd dyuers of those bills, he hath confessed in his Answer to Morgans bill, that he gaue Bowdler leaue, and the rather then confessed (because the bills were paid,) but vntill he had assurance that Morgan had payd them, he forswore all.
1614. The defendants, exhibited an accompt to the King as partners in the Allum businesse, and thereby procured payment of 36100. pounds sterling, besides 50000. pounds receiued for Allum sold by them, whereof, 15000. pound was for intrest, factoridge, and (losse by exchange) therein expressed.
1615. and 1616. The defendants, ended with their creditors, and all of them appeared so the world (saue onely Bowdler) who still absented himselfe.
1616. Noue. 21. Morgan vrging them to pay what was due vnto him, by his said last accompt of 23. of May 1612. and to free him of the said ingagements, Bowdler in stead of payment, exhibits his bill in Chancery to berelieued for 3000. pound, error in Morgans accompts, as he pretended in 1609. 1610. 1611. and 1612.
1617. Aprill. 7. Morgan exhibits his bill against them all, (as one ioynt body,) to be relieued of those debts, and ingagements, mentioned in the said accompt of 23. of May 1612. The defendants, delay him by Trickes to Answer, some by demurrers, and some by imperfect Answers, and about December 1617. Bowdler and the rest, petitioned to the Master of the Rolls, to haue the matter referred to fise Merchants Aduenturers, to which Morgan consented.
1617. Decem. 20. An order and Commission was directed to Robert Palmer, and foure other Merchants Aduenturers. First, to take the defendants, Megges and Bowdlers Answers, to Morgans bill to all things wherevnto they had demurred. Secondly, to examine all parties and witnesses, vpon oath, and to heare and determine, or certifie. Thirdly, that they should forbear to meddle, concerning a bond of 900. which Morgan sealed to Megges (as surety for Bowdler,) and for which hee had Bowdlers bond of 1000. pound to saue him harmelesse.
1617. Decem. 30. Six of the defendants, entred bonds to performe such order of Court, as should be made vpon their certificate, by vertue of the said Commission. viz.
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| Megges, in 4000. pounds.<br>Turner, in 4000. pounds.<br>Bowdler, in 5000. pounds.<br>Ibones, in 2000. pounds. | Effington, in 2000. pounds.<br>Barlow, in 2000. pounds.<br>Sir John Bourcher promised to performe but refused to seale a bond as the others did. |
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1618. Octo. 7. This Commission expired, and no end made, the Commissioners perswaded Morgan to enter bond to stand to their Award, which he consented to doe, Provided, all the said parties, would doe the like: wherevpon onely Megges, Bowdler, and Turner, sealed bonds to stand to their Award. But, Ibones, Effington, Barlow, and Sir John Bourcher, refusing, (and Morgan disliking the carriage of the said Arbitrators.)
1618. Octob. 15. Morgan obtayned A new Commission, wherein fixe other graue Merchants were added to those fise Arbitrators, with the like directions as the former Commission of the 20. of December. 1617.
- But they refused to proseece as Commissioners, and Morgan being bound to performe their Award, and but onely three of the defendants.
1618. Ianua. 5. They made an Award, and ordered Morgan to pay Bowdler 579. pounds, and fixe shillings. Also Morgan to cease all suits against Megges, Ibones, Effington, Barlow, and Sir John Bourcher, because (they say) they neither ought to pay, or performe, any thing to Morgan, yet neither Ibones, Effington, Barlow, or Sir John Bourcher, did euer submit themselves to stand to their Award: With diuers other things, not referred to them.
1618. Ianua. 21. Vpon motion in Court, his Lordship ordred that the performance of the said Award should be spared, and the cause to proceed to examination of witnesses, and so iudicially in ordinary course, and that for these 11. causes (among diuers other reasons,) hereafter following. viz.
- First, They neuer tooke the Answers of Megges, and Bowdler, vnto Morgans bill, wherevnto they had demurred, which was the first thing directed them in their Commission to be performed.
- Secondly, They did neuer examine any parties or witnesses, during all their proceedings, but onely John Grenowes, who is Cousin German to Bowdler, (a man deeply ingaged for Bowdler.) And being at the same time Bowdlers Factor in other employment, and chargeable for those monyes himselfe, swears to free himselfe by charging Morgan therewith.
- Thirdly, For that but three of the seuen defendants did, or would submit themselves, or seale bonds, to stand to their Award, yet they charged Morgan for all seuen of them, and Awarded Morgan to cease all suits against them.
- Fourthly, For that they charged Morgan not onely for the 4. defendants, (who neuer entred bonds to performe their Award,) but also for 3. others, viz. Pasfield, Grenowes, and Ayncombe, Bowdlers Factors, who were all meere strangers, both to the sute, and also to their Award, or Arbitement.
- Fifthly, They allowed Bowdler diuers great summes which they pretended Morgan receiued for Bowdler in 1607. and 1608. which is before the time that Bowdler demands reliefe by his owne bill, for his bill is but for pretended errors in 1609. 1610. 1611. and 1612.
- Sixtly, They Awarded Morgan to allow Bowdler great summes, which Bowdler neuer demanded of him, by his bill, or otherwayes, and for which Morgan neuer heard of vntill after their Award, whereby he could giue no Answer to them.
- Seuenthly, They allow Bowdler about 8000. pounds more then euer he demanded in his bill, for his bill is but for 3000. pounds, and they allow him about 11000. pounds sterling.
- Eightly, They awarded Bowdler, Turner, and Company, to free Morgan from Master Peter Courten and about 40. other of their creditors in all, for about 18000. sterling, yet they neuer mention who that company was: And for those that truly were that company, namely, Megges, Ibones, Effington, Barlow, and Sir John Bourcher, although none of them but Megges euer entred bonds to Morgan to stand to their Award, (or Morgan to them) yet they Awarded Morgan to cease all suit against euery one of them by name, and ordred that none of them ought to pay or performe any thing to Morgan.) Yet they neuer ordred that all they, or any of them should cease all suits against Morgan, neither did they declare that Morgan neither ought to pay or performe any thing to them.
- Ninthly, And for that bond of 900. pound, which Morgan sealed to Megges, for Bowdlers debt, which bond did arise, by reason Megges pretended his bills of exchange to be counterfetted by Bowdler, (with which bond they were in their Commission exprefly forbidden to meddle,) Neuertheless, they awarded Morgan to seale releases to Megges, and Bowdler, and thereby Morgan should discharge Bowdlers counterbond of 1000. pound, to saue him harmelesse from that bond of 900. pound, (without giuing Morgan any allowance for it.) Yet they neuer Awarded Megges either to seale Morgan a release, or to deliuer him vp the said bond of 900. pound. By which meanes Morgan should acquit his counterbond for nothing, and yet be left lyable to pay Megges the 900. pound for Bowdlers debt.
- Tenthly, They Awarded Morgan to pay the 579. pounds, 6. shillings, within three moneths, yet they limit Bowdler, Turner, and Company no time to free Morgan from Master Peter Courten, and the other Creditors, which is for about 18000. pound sterling ingagements, so as Morgan should first pay his ready money to Bowdler, and then hee should be the lesse able to prosecute lawe against them for his owne money, and to be freed of the sayd ingagements, a great part of which ingagements, Morgan hath since bene inforced to pay for them.
- Lastly, They neuer pursued the directions of their Commission in any one particular, but proceeded most erroneously, in diuers other things as well as these, (but all they did, was still to Morgans preiudice.)
1618. Ianua. 28. Vpon hearing counsell at large on both sides the sayd order of 21. Ianuary was confirmed for the 11. causes aforesaid, and it was ordred that the said Arbitrators should redeliuer Morgan all the bonds, bills of exchange, and letters, deliuered into their hands by him, whereby to make his proofes in Court.
1618. Febr. 6. The fise Arbitrators wrote to the Lord Chauncellor, and went in person to him. And petitioned to him, that they might not certifie the particulars of their Award, and vsed all meanes they could that their owne Award might stand in force.
1618. Febr. 19. and 22. It was againe ordred they should redeliuer backe all Morgans bonds, bills of exchange, letters, and other writings (which they receyued of him,) yet the Arbitrators would not obey any of these orders.
1618. Febr. 25. Bowdler informed by petition, that all those bonds and bills so demanded, were either counterfetted or satisfied, by making them payd in Accompt, And Bowdler procured it referred to Sir Robert Rich Knight, one of the Masters of the Chauncery, whether the same ought to be redeliuered to Morgan or not.



1618. March. 16. All the Arbitrators came home to him, and after hearing of all parties, and their counsell, on both sides, he certifieth, none were counterfeit, or satisfied, (as Bowdler alledged,) and therefore they ought to be redelyuerd backe to Morgan (according to diuers former orders) whereby to make his proofes in Court.  
 1619. Aprill. 15. and Iune. 16. It was againe ordered they should certifie the particulars of their Award, which they still refused vntill Morgan forced them by an attachment, the 20. Iuly. 1619.  
 1619. Aug. 5. They certified the particulars of their Award, which was in a certificate of 140. sheetes of paper, wherein they allow Bowdler aboute 8000. pounds more then euer he demanded in his owne bill, besides diuers other strange errors, according as are heerein formerly exprest: And the better to credit, and countenance the same, they certifie, Master William Towerfon and Master Ralph Freeman, were priuy to all their said proceedings.

**S**ince which time, Megges, Bowdler, and Turnor, haue answered vnto what before they had demurred, aboute 60. witnesses haue bene examined in Court, after publication, and many hearings, and after certificates of Masters of the Court, that the defendants owed to Morgan, and others 37794. pounds, 4. shillings and 7. pence Flemish, which is, 22600. pounds sterling according to Morgans sayd last accompt, ending the 23. of May 1612. for which he stood ingaged for the said Allum businesse.

1619. Decem. 18. His Lordship spent the whole day, both forenoone, and afternoone, in hearing the said Award and certificates, and of all proceedings in the cause, And after to satisfie himselfe and the world, as his Lordship then declared, (although God knowes he little satisfied Morgan thereby.) In stead of pronouncing iudgement, and a finall decree, his Lordship nominated for new Commissioners, viz.

Sir William Birde, Knight. } 2. Masters of the Chancery. } Sir Thomas Middleton, Knight, } 2. Aldermen of London. } Master William Towerfon, } 2. Merchants of London. }  
 Sir Robert Rich, Knight. }  
 Which 2. Merchants the said Arbitrators had certified were priuy to all their proceedings in making their said Award.

These 6. Commissioners assited with the Auditors of the Chancery, were to examine all the said Arbitrators Award, and the reasons thereof, as also all accompts, letters, and all proceedings from the beginning.

1619. March. 13. After aboute 30. meetings by them, and three monthes spent in presense of all parties and their counsell, And after their often conference with the said Arbitrators, They all 7. ioyntly certified, that the defendants did owe to their Factor Morgan, and others to whom he stood ingaged for them by his last accompt ending the 23. of May 1612. the said 37794. pounds, 4. shillings, 7. pence Flemish, which is, 22600. sterling, according as had bene formerly certified, whereof,

viz. 3100. pounds sterling, was due to Morgan by foot of his said last account.

4386. pounds, 1. shilling, and 10. pence, sterling more which Morgan had since bene inforced to pay of the said ingagements.

14900. pounds sterling more, remaining yet vsatisfied to Master Peter Courten and others all, which makes the said 37794. pounds, 4. shillings, and 7. pence Flemish, or 22600. sterling, afore said.

1620. May. 6. This being heard againe all the forenoone, in open Court, in presense of all parties, and their Counsell, as also at other times, neither Party, nor Counsell, denied the truth of the said certificate, (as by the order appeares) but because they indeuored to shift from being lyable to the said decree, Therefore they obtained an order that they might make (new proofes,) by vertue whereof they haue after all the said hearings, examined many witnesses by way of *supplimentall prooffe*, as also they haue examined Morgan himselfe vpon many interrogatories.

1620. Iune. 19. and 26. After all which the cause being againe heard in open Court, in presense of all parties and their counsell it was finally decreed, that Megges, Bowdler, and Ibones, should pay Morgan 7486. pounds, 1. shilling, 10. pence sterling principall debt, due the 23. May 1612. for the generall Allum Accompt, and all intrest and damage, as yet respited by his Lordship. Also Morgan is to be freed by them for 14900. pounds sterling ingagement for them. And it's not yet fully ended, whether the other foure, namely Turnor, Sir John Burcher, Effington, and Barlow, shall be lyable to the said decree or not.

Which decree is accordingly 9. monthes since sealed and inrowled, yet no part thereof performed, Megges not being to be found, Ibones submitted himselfe to the prison of the Fleet, Bowdler appeares vnder protection of a Parliament man, and paies no man, hee stands out-lawed, and euer since May 1612. hee liued either vnder protection, or in obscurity, and hath conuained a great estate in trust into the hands of Megges, his Father in law, the Lady Cambell his Mother and diuers others.

1620. Decem. 5. All proces of Court as well ordinary as extraordinary being spent, against the said Megges, and Bowdler, according to the ordinary course of the Court, his Lordship after all according to the vsuall course of the Court, Fined them two at 1000. pound a man for their many feuerall contempts, and not yeelding obedience to the said decree.

1. For as much as the said Megges, partners, and farmors, were all one ioynt body in the said Allum businesse.

2. For that all but Megges had feuerall protections from his Maiesty as one ioynt company:

3. For that all of them exhibited an accompt to his Maiesty as one body, and thereby receiued of his Maiesty 36100. pounds sterling, accordingly.

4. For that the petitioner Morgans ingagements did arise onely by being Factor for them all, for that Allum businesse, as for one ioynt body.

5. For that all the petitioners demands appeare to be due by bills of exchange in writing, either vnderwritten, or accepted, by the said partners.

6. And for that the truth of the petitioners cause not onely appeares, by a ioynt report made by 2. Masters of the Chancery, 2. Aldermen of London, 2. Merchants of London, assited with the Auditors of the Chancery:

*Nota.* As also vpon many other feuerall Reports, all grounded vpon depositions, accompts, and writings proued in Court, and after 6. deliberate hearings in open Court, after that they had *supplimentall prooffe*, and examined the *Petitioner vpon in-terrogatories*. And the same finally Decreed by the Lord Chancellor:

**T**he most humble petition of Morgans, that the said decree may be established, and confirmed by act of Parliament, and as the said partners were all one body to receiue of his Maiesty and others, and to engage the petitioner, so they may be as one ioynt body to satisfie him, and that all their lands and goods, which they are or shall be after possessed of, may be made all liable therevnto.

And although they haue made fraudulent conueyances of their estates, yet if the same be hereafter discovered, that then all such conueyances be made voyde.

*Here followeth Bowdler and Company, their Obiections to the decree, and Morgans answere therevnto.*

*Obiection.* Bowdler did forbear to examine witnesses because he relied vpon the Award, and certificate of the Arbitrators and thereby he pretends to be preiudiced.

*Answere.* From Nouember. 1616. that Bowdler, exhibited his bill, vnto the 5. Ianuary, 1618. that the Award was made, which is 2. yeeres and a quarter he neuer examined any man, onely John Grenowes, his Cousin German, and after the Award was suspended, and directions by the Court, to proceed to examination of witnesses, and so to a iudiciall hearing, in ordinary course, which was in Ianuary 1618. vntill the 1. of Nouember 1619. that publication was granted, he examined not one witness: but then Bowdler vpon his owne petition brought his owne cause to hearing, which was in all 3. yeeres and a moneth. In all which time he might haue examined witnesses if he would, if he had had any to examine, (as hee had not) onely he maketh that a colour for his bad dealing.

*Obiection.* That all the depositions taken by the Arbitrators, Robert Palmer and the rest, were suppressed, and not read before the 6. Commissioners, namely, 2. Masters, 2. Aldermen, 2. Merchants.

*Answere.* They had no depositions (but onely John Grenowes) to read for Bowdler; and his depositions were often read and disproued by 2. 3. or 4. other witnesses.

*Obiection.* By the order of Reference dated 18. Decemb. 1619. it appeares, Bowdler desired Morgan might be bound by any Account Bowdler could produce, if the same were vnder Morgans Seruants hand: which was granted, but with this *Prouiso*: That the said Account so to be produced, must bee an Account formerly allowed of by Morgan, to bee his owne account, or else to be proued by 2. witnesses that it was so allowed of by him, which witnesses should be neither Arbitrators, nor parties: and because hee pretends none else were present, therefore it was impossible, as he saith, that he should make any such prooffe.

*Answere.* Morgan neuer did, or will deny any Account, or letter vnder his owne hand, but he will not be bound by any thing vnder any mans hand that hath been his Seruant; except the said Account, or letters, were written or made by Morgan himselfe, or by his consent, Because Bowdler and Company failed in May 1612. and Morgan then accounted with them, and alwayes wrote out his Accounts and letters himselfe; and since Morgan hath had no dealings with him, nor giuen him, or any of them any Account. Besides, since that time Morgan had a Seruant, namely, John Quarles, who is Bowdlers Cousin German, (whom Bowdler inticed out of Morgans seruice) if he should goe frame new false Accounts, and Bowdler say they were Morgans Accounts, so any man might bee defeated of all: And therefore that *prouiso* was iustly made in that order.

*Obiection.* Bowdler alleageth, the Arbitrators certifie, Morgan confessed and yeilded to diuers parcels before them; which now he denies to allow vnto him.

*Answere.* Morgan denies any such confession: but if he had yeilded to some small matters whereby to haue an end of such great troubles; yet now hauing no end, but more trouble, he hath no reason to yeeld to more losse then needs must: Besides, all which they certifie Morgan did confesse or yeeld vnto, amounts not vnto 400. pounds.

*Obiection.* By the decree, the whole debt is laid but vpon 3. of the defendants, which ought to haue been vpon all seuen of them, and so the easier paid.

*Answere.* Morgans saith, all 7. ought to be lyable to pay him; and so desireth that they may, and then they may enterpleade amongst themselves, how to diuide the payment thereof.

**S**o as if all Bowdler and Company their Allegations were true (as they are most false)

First, all which John Grenowes deposeth vnto, amounteth not vnto 1480. pounds.

*Nota.* Secondly, all the pretended confessions of Morgan, amount not vnto 375. pounds.

Both which is but 1855. pounds. And Bowdler by his owne bill demands but 3000. pounds. whereof this 1855. pound is part.

Yet vnder colour of these false pretences of errour, although all amounts vnto but 1855. pounds sterling, Morgan hath thereby aboute 8000. pounds sterling, principall debt, detained from him, due 9. yeeres past, besides all Interest, and damage for the same, which is in all proued to be aboute 21000. pound sterling, besides his Ingagements for them to Master Peter Courten, and others, amounting vnto 14900. pounds sterling more.

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